

**LEGAL NOTICE
REQUEST FOR PROPOSALS
STREETLIGHT MAINTENANCE CONTRACT**

NOTICE IS HEREBY GIVEN, that the Town Board of the Town of Thompson will receive proposals in accordance with specifications prepared therefore which may be obtained without charge at the Office of the Town Clerk of the Town of Thompson, Town Hall, 4052 State Route 42, Monticello, New York for the following items:

1. Streetlight Maintenance throughout the Town of Thompson

Said proposals shall be mailed or delivered so that they shall be received at the office of the said Town Clerk on or before 2:00 o'clock P.M. February 28, 2025, after which date all proposals shall be opened and read.

By Order of the Town Board
4052 State Route 42, Monticello, New York
Dated: January 31, 2025
Marilee J. Calhoun
Town Clerk

Town of Thompson Request for Proposals Streetlight Repair and Maintenance

Date: January 31, 2025
Project Name: Streetlight Repair and Maintenance
Proposal Due Date: Friday, February 28, 2025 Time: 2:00 P.M.

Proposals must be submitted to:

Town of Thompson
Town Clerk's Office
Attn: Marilee J. Calhoun
4052 State Route 42
Monticello, NY 12701

Due Date and Delivery

Proposals must be for the entire scope of services outlined in this RFP. Incomplete proposals will not be considered. The proposer must submit a package clearly marked on the outside as **"Proposal for Streetlight Repair and Maintenance"** to the Town Clerk's Office. The package must contain the following:

- One (1) bound copy, one (1) unbound copy and one (1) digital PDF copy (flash drive is preferred method, emails not accepted) of the proposal;
- A signed W-9.

Proposals must be received by the Town Clerk's Office **no later than 2:00 p.m. Friday, February 28, 2025**. Submissions received after this deadline will be rejected. Submissions by facsimile will not be accepted.

A. General Information

The Town of Thompson (“Town”) invites your organization to submit a written proposal to provide streetlight repair and maintenance services. The successful vendor will be awarded a contract for a one-year period, with the potential to renew annually for a period of three years. The proposal must clearly demonstrate how your organization would best satisfy the requirements of the Town. This written Request for Proposal (RFP) states the scope of the Town’s requirements and specifies the general rules for preparing the proposal.

There is no expressed or implied obligation for the Town to reimburse responding contractors for any expenses incurred in preparing proposals in response to this request.

B. Description of the Government

The Town of Thompson is a General Law Town in the State of New York and is located in the center of Sullivan County. The Town was incorporated in April 1803. The Town is a community consisting of approximately 87.4 square miles with an estimated population of 16,675.

C. Background

Starting in 2021, the Town of Thompson worked with the New York Power Authority (NYPA) under the Smart Street Lighting NY Program to purchased approximately 725 streetlights from New York State Electric & Gas (NYSEG) and convert the fixtures to LED. During conversion, the Town also installed an additional one hundred twenty (120) led lights in the Town, mainly the Route 42 Commercial District and the Rock Hill neighborhood communities. This RFP does not include lights located in the Adelaar Resort Lighting District, which serves the Resorts World Casino, Kartrite and other properties.

D. Addendum

The Town may modify, clarify or interpret the RFP by issuing an Addendum. Addendums to the RFP will be published and distributed through the Town’s website. All addendums shall become a part of the RFP document requiring acknowledgment by the proposer.

E. Questions

Please direct any questions or concerns to Jill M. Weyer by 4:30 p.m. on Monday February 10, 2025. Only questions with “**STREETLIGHT REPAIR AND MAINTENANCE RFP**” in the subject line will be accepted. Answers to submitted questions will be posted on the Town’s website.

F. Evaluation and Selection

Proposals will be evaluated on the basis of the response to all provisions of this RFP. Since this solicitation is an RFP as opposed to a Bid, pricing alone will not constitute the entire selection criteria. The Town may use some or all of the following criteria and corresponding percentages in its evaluation and comparison of proposals submitted. The criteria below are not necessarily an all-inclusive list. The order in which they appear is not intended to indicate their relative importance. The Town reserves the right to modify the evaluation criteria and points as deemed appropriate prior to the commencement of evaluation.

POTENTIAL PROPOSAL EVALUATION CRITERIA	
EVALUATION CRITERIA	POINTS
Qualifications/Related Experience/References	25
Thoroughness and Understanding of the Project	25
Timeline and Available Resources	25
Cost of Services	25
Total Points	100

The Town reserves the right to reject any or all proposals, to request additional information concerning any proposal for purposes of clarification, to accept or negotiate any modification to any proposal following the deadline for receipt of all proposals, and to waive any irregularities if such would serve the best interests of the Town as determined by the Town. The Town may cancel this solicitation at any time. All proposals shall comply with current federal, state, and other laws relative thereto. The Town is not liable for any costs incurred by the Proposer before entering into a formal contract. Costs for developing the proposal or any other such expenses incurred by the Proposer in responding to the RFP, are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the Town. No reimbursable cost may be incurred in anticipation of award.

Submission of a proposal indicates acceptance by the contractor of the conditions contained in this Request for Proposal and attached agreement unless clearly and specifically noted in the proposal submitted and confirmed in the agreement between the Town and the contractor selected.

The following is a tentative schedule of this entire RFP process. While the Town will attempt to apply the necessary resources to maintain this schedule, the following dates are merely projections and the Town reserves the right to modify this schedule as needed to accommodate the completion of this RFP process. The following is a tentative timeline for the evaluation and RFP selection procedure.

TENTATIVE PROJECT SCHEDULE	
RFP Published	January 31, 2025
Questions from Contractors Due	February 10, 2025
Questions and Answers Posted	February 14, 2025
Proposals Due	February 28, 2025
Initial Review of Proposals by Panel	March 4, 2025
Anticipated Contract Award	March 18, 2025

G. Scope of Services

The following Scope of Work is desired by the Town. The proposal must address how the Contractor will deliver the indicated services. Project tasks shall include, but are not necessarily limited to, those items noted below. If the contractor believes that additional tasks are warranted, they must be clearly identified in the contractor's proposal as an "Add Alternate". The Town anticipates a start date of April 1, 2025 for this proposal, based upon receipt of Signify nodes.

1. Conversion of Nodes to Signify Platform

All lights must be converted to the new Signify platform and communicate with same. The Town will procure all of the necessary nodes for installation throughout the Town. Contractor shall propose the conversion cost, including data entry and communication to Signify platform, and timeline to outfit all existing lights included in this proposal.

2. Streetlights

For the purpose of this contract, "Streetlights" shall be understood to mean the complete pole and mast arm assembly, luminary, including lamp, reflector, refractor, leads, contacts, socket, and housing, and in addition thereto, the ballast, photocells, the wiring within, and any aerial wiring between poles, including underground wiring. There are approximately 845 such lights in the Town included in this RFP. In some instances, the Town owns the light fixture but not the pole and the Contractor would need to coordinate with NYSEG for proper approvals, if needed.

3. Contractor's Response for Maintenance

Within 48 business hours of notification by the Town, contractor shall diagnose the source of a malfunction within said light or lighting system and/or series circuits. If the malfunction is due to any of the above-mentioned components, the contractor shall provide a timeline for repair or replace the malfunctioning component within fifteen (15) days. The contractor shall remove all debris associated with maintenance activities. If the Contractor discovers that the inoperability of a streetlight is due to the lack of sufficient voltage, or other related issues concerning electricity delivery; the Contractor shall be responsible for reporting such failures to NYSEG and providing the necessary follow up until resolution is made.

4. Traffic Control

The Contractor shall provide safe and continuous passage for pedestrian and vehicular traffic at all times. All warning lights, signs, flares, barricades, delineators, detours, and other facilities for the sole convenience and direction of public traffic shall be furnished and maintained by the Contractor. All traffic control shall conform to, and be placed in accordance with all applicable State and local regulations as required. When work is completed, all traffic control signs, barricades, delineators, etc., shall be removed from the site.

5. Inventory

The Town of Thompson will procure, manage, and maintain a sufficient stock of light heads, mast arms, photo cells, nodes, decorative poles and pole tags. Contractors shall be responsible for procuring items outside what is identified above and itemize the additional items for billing.

6. Materials and Response

The Contractor shall maintain a small inventory of nodes, provided by the Town for immediate replacement as necessary.

The Contractor shall maintain a primary contact telephone number and two backup telephone numbers during the entire term of the contract where a designated representative can be reached 24 hours a day, 365 days a year.

The Contractor shall also maintain and provide direct phone numbers and email addresses of various pertinent staff/employees with which the Town can maintain regular and direct contact regarding billing, estimating, service calls, status reports, scheduling, testing, and other related issues.

7. Warranty Services

During the warranty period for any street lighting component, the Contractor shall be responsible for making contact between the equipment manufacturer, distributor, the installing contractor, and the Town regarding any required service determined to be under warranty. The current Philips fixtures have a 10-year warranty from the manufacturer. The Contractor shall notify the Town of any undue delays in response due to the manufacturer or installing contractor and provide details of each incident. Contractor shall clearly describe in their proposal their methodology for managing warranty claims.

8. Lighting Upgrades, Modifications, and Installations

The Contractor shall install, modify, and/or upgrade streetlights and all associated hardware or traffic safety devices as requested by the Town. All such work shall be considered extra work and shall be performed to the satisfaction of the Town.

No additional or extra work shall be commenced or undertaken by the Contractor unless authorized in advance in writing by the Town. Said authorization is a condition precedent to the Contractor's entitlement to reimbursement or remuneration for such services. This work shall be performed within an agreed upon time limit established by the Town and for a mutually agreed upon price. The Town shall retain discretionary right to perform any additional work through the use of Town forces, by negotiated agreement, or to advertise such work for construction by others.

9. Inspections

The Contractor shall propose their methodology for conducting an annual inspection of the streetlights. The Town requests that the Contractor provide a distinguished price for this service in order to quantify the impact of any future changes to inspection frequency. This annual inspection will be at the Town's discretion based on proposed price.

10. Database Management

The Town anticipates monitoring the streetlights in the Signify platform. The Contractor will have access to the Signify platform for testing, communication and data entry. The platform will report outages and identify issues within the system (i.e. day burning, communication faults, outages, etc.). The Contractor will be responsible for updated data and information within the platform to ensure the data reported is accurate. The platform shall be updated monthly, by the fifth day of the month, and include details of all services provided to ensure property operation and communication.

11. Meetings

The Contractor and any of its staff shall be available to meet, monthly, or as necessary, with Town staff at a mutually agreed upon time and place to review maintenance activities, operational and timing activities, pending work, estimates, work quality, and any items related to the Contractor's work under the contract.

12. Invoices

The Contractor shall submit an invoice monthly. Invoices should include line itemization for materials used and labor performed for each pole location and lighting district. Billing for conversion of nodes to Signify could be billed separately as agreed upon.

13. License Requirements

Contractor shall possess and maintain Sullivan County Master Electrical License.

H. **Technical Proposal Format**

The proposal submitted for this project must follow the outline described below and must address all requested information.

1. Title Page

2. Table of Contents

3. Cover Letter

The Cover Letter shall be addressed to William J. Rieber, Jr., Supervisor and at minimum, must contain the following:

- a. Identification of contractor, including name, address, and telephone number.
- b. Name, title, address, email address, and telephone number of contact person during period of proposal evaluation.
- c. Statement to the effect that the proposal shall remain valid for a period of not less than 120 calendar days from the date of submittal.
- d. Signature of a person authorized to bind the contractor to the terms of the proposal.
- e. NY Secretary of State business entity number.
- f. If a corporation, the resolution illustrating who can sign contracts.

4. Introduction/Approach

In a brief narrative, describe the proposed solution by setting forth the overall approach and plans to meet the requirements of the RFP. The intent of this narrative is to convey to the Town that the contractor understands the objective of the requested service, the nature of the work, and the level of effort necessary to successfully provide the defined services. The narrative must stipulate how the contractor's approach and plans to provide the services are appropriate to the tasks involved.

Provide general information about the contractor, including size of the organization, location of offices, years in business, organizational chart, state of incorporation, names of owners and principal parties, and a statement of qualifications for performing the requested services. Include a statement indicating what differentiates your firm from other vendors.

5. Experience

Provide a summary of the vendor's qualifications and prior experience in providing the requested services. This section must include specific and detailed descriptions of similar projects performed, project results, client name and year completed.

6. Project Overview

Provide a narrative description of the project based on the scope of services presented in the RFP along with a detailed work plan. Include any issues that you believe will require special consideration for this project. Also identify any unique approaches or strengths you may have related to this project.

7. Detailed Work Plan

Respond to all requirements defined in the scope of services. Include the steps needed to complete all tasks and any recommended additions to the list of tasks. Also, document assumptions used in development of the work tasks including assistance needed from Town staff and required hardware and software. If any of the requirements cannot be supported, provide a recommendation for an alternative approach.

8. Project Team

Identify the project team, including proposed sub-contractors, and provide brief resumes for key staff assigned to the engagement. Identify the geographic locations of the vendor and key personnel.

9. Project Schedule

Include a documented timeline for the completion of the project.

10. Quality Control

Provide a detailed description and/or examples of the contractor's quality control procedures that ensures all work products delivered to the Town (i.e., drafts and final versions) are of high-quality, accurate and have been thoroughly reviewed prior to delivery to the Town.

11. References

Provide a complete list of other local governmental entities in New York (or surrounding areas) utilizing your streetlight repair and maintenance services over the past five (5) years. Provide at least three (3) references, past and present, using the same service being proposed and indicate the scope of services, date, name, email address, and telephone number of the client contact.

12. Required Statements

- a. A written statement by the contractor that all federal laws and regulations shall be adhered to notwithstanding any state or local laws and regulations. In case of conflict between federal, state, or local laws or regulations, the strictest shall be adhered to.
- b. A written statement by the contractor shall allow all authorized federal, state, county, and Town officials access to place of work, books, documents, papers, fiscal records, payroll materials, and other relevant contract records pertinent to this project. All relevant records shall be retained for at least three (3) years.
- c. A written statement that the contractor will not discriminate illegally against any employee or applicant for employment pursuant to applicable law.

- d. A written statement that the contractor shall comply with the NY Labor Code and, if applicable, the Federal Labor Standards Act and implementing regulations, Federal Prevailing Wage Determinations and State of NY Prevailing Wage Rates.

13. Agreement for Maintenance Services

The Town has provided a copy of the Agreement for Maintenance Services. Please review this agreement and provide the Town with a written statement of the contractor's willingness to accept the terms of the agreement. **Please specifically identify each and every term of the agreement which the contractor is unwilling to accept and the reason therefore (See Attachment No. 2).**

I. Cost Proposal

The cost proposal must be submitted separately in a "sealed envelope" and include the following:

- a. A pricing schedule for all services being offered by the contractor.

J. Administrative Elements

1. The contractor must assign a responsible representative and an alternate to perform the assigned tasks. Both staff members must be identified in the proposal. The contractor's representative will be responsible for all duties from contract negotiations through project completion. If the primary representative is unable to continue with the project, then the alternate representative will become the primary representative. Any other changes in responsible representative must be approved, in advance, by the Town. The Town will have the right to reject other proposed changes in personnel and may consider any other changes in responsible personnel a breach of contract.
2. The contractor shall provide all necessary personnel, instruments, equipment, and materials to perform the described services.
3. The Town reserves the right to accept or reject any or all proposals or to waive any defects or irregularities in the proposals or selection process.

K. Insurance

Within ten (10) business days of notification of award, the contractor must provide the Town with Certificates of Insurance providing coverage as outlined in the Agreement for Maintenance Services naming the Town, its agents, and officers as additional insureds by written endorsement.

L. Subcontracting

The contractor may utilize the services of specialty subcontractors on those parts of the work that, under normal contracting practices, are performed by specialty subcontractors. Unless a specific subcontractor is listed by the contractor, the contractor is representing to the Town that the contractor has all appropriate licenses, certifications, and registrations to perform the work hereunder.

After submission of the proposal, the contractor shall not award work to any unlisted subcontractor(s) without prior written approval from the Town. The contractor shall be fully responsible to the Town for the performance of his/her subcontractors and of persons either directly or indirectly employed by them.

Nothing contained herein shall create any contractual relation between any subcontractor and the Town.

M. Public Information

All materials received in response to this RFP will become public information and be available for inspection after the award of proposal pursuant to the Public Records Act. The Town reserves the right to retain all proposals submitted, whether or not the proposal was selected or judged to be responsive.

N. Attachments

Attachment No. 1 – Light Inventory

Attachment No. 2 – Cost Proposal

Town of Thompson Light Districts & Street Lights

This map displays the Town of Thompson, divided into several light districts. The districts are outlined in black and labeled with numbers: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100. The map also shows street lights, represented by small black dots, and various geographical features such as roads, water bodies, and land parcels. A legend in the bottom right corner provides additional information about the map's symbology.

[illegible]

Attachment No. 2

Town of Thompson

Streetlight Repair and Maintenance

Cost Proposal

SIGNIFY PLATFORM CONVERSION

	ESTIMATED QUANTITY	COST	UNIT
Conversion of Cobrahead Fixtures	415		PER EACH LIGHT FIXTURE
Conversion of Decorative Fixtures	430		PER EACH LIGHT FIXTURE
Proposed Timeframe for Conversion			WEEKS

ANNUAL INSPECTION

	ESTIMATED QUANTITY	COST	UNIT
Annual Inspection of All Lights	845		LUMP SUM

SCHEDULE OF LABOR RATES

	STRAIGHT TIME	OVERTIME	HOLIDAY
	PER HOUR	PER HOUR	PER HOUR
	PER HOUR	PER HOUR	PER HOUR
	PER HOUR	PER HOUR	PER HOUR

MATERIAL MARKUP

Markup on Material

%